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September 06, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 September 6, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**REQUEST FOR APPROVAL AND AWARD OF
LANDSCAPE SERVICES CONTRACT FOR REGION 2
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute a contract with J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company to provide landscape services for Region 2 at various county facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that landscape services for Region 2 can be more economically performed by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the attached contract with J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company (Attachment 1) to provide landscape services for Region 2 to various county facilities for a period of three years, with two one-year renewal options and six month-to-month extensions for a maximum total contract term of five years and six months, for estimated first year cost of \$105,000.
3. Authorize the Director of ISD, or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract, add and delete facilities, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently contracts for landscape services for 17 County departments at approximately 120 buildings located throughout the County. The work is divided by six geographic regions with one contract per region. The recommended contractor for Region 2, which is comprised of eight locations, is J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company.

The existing landscape service contract will expire on September 30, 2016. The recommended action will ensure that these County facilities for Region 2 continue to receive services with no lapse in service.

To meet the operational needs of ISD's client departments, there may be occasions during the term of the contract when the scope of service at a facility must be changed or when a facility needs to be added or deleted. Approval of recommendation No. 3 will provide ISD with the ability to effectively manage these situations.

Implementation of Strategic Plan Goals

The recommended contract supports the County's Strategic Plan Goal No. 1, Operational Effectiveness by maximizing the effectiveness of the County's processes and operations to support timely delivery of customer oriented and efficient public service by providing landscape services countywide.

FISCAL IMPACT/FINANCING

The estimated first year cost for the recommended contract is \$105,000. The estimated second year cost for the recommended contract is \$116,000. The estimated third year cost for the recommended contract is \$127,000.

ISD has included sufficient appropriation in its FY 2016-17 budget request and will continue to do so in future fiscal years. Expenditures will be offset through billings to County departments.

ISD has conducted cost analyses to ensure the contract is cost effective, summaries are attached (Attachment 2). ISD also took into consideration other low-cost resource options and found that the contract can be more economically performed by an independent contractor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. The proposed contract is subject to the County's Living Wage Program (County Code Chapter 2.201). The contractor will pay an hourly rate of no less than \$13.25 per hour from October 1, 2016 to December 31, 2016, \$14.25 per hour from January 1, 2017 to December 31, 2017, \$15.00 per hour from January 1, 2018 to December 31, 2018, and \$15.79 per hour from January 1, 2019 to September 30, 2019.

The contract rates are fixed for the initial three-year term of the contract. The contract allows for a Cost of Living Adjustment (COLA) increase during the option years, if the option years are exercised by the County. The COLA language in the contract complies with your Board's directive that COLA's for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost.

CONTRACTING PROCESS

On February 4, 2016, ISD released a Request for Proposals (RFP) for Landscape Services for Region 2 and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 3). Notice of the RFP was sent by electronic mail to 254 vendors registered with the County (Attachment 4). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Long Beach Press Telegram, and La Opinion (Spanish language newspaper).

The Mandatory Proposer's Conference was held on February 25, 2016. On March 17, 2016, two proposals were received. Each proposal was reviewed for responsiveness and compliance with the minimum requirements set forth in the RFP.

The proposals that met the minimum requirements were evaluated by an evaluation committee in accordance with the evaluation process identified in the RFP. The non-selected proposer received a debriefing on May 11, 2016. There was no protest resulting from this solicitation.

Both proposals met the criteria to qualify as a Local Small Business Enterprise (LSBE) vendor. A summary of Community Business Enterprise Program information for the recommended contractor is attached (Attachment 5).

On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow the County to continue to provide landscape services for various County departments throughout the County of Los Angeles.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of the approved contract to the Chief Deputy Director of ISD.

The Honorable Board of Supervisors
9/6/2016
Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D Chittenden", with a stylized flourish at the end.

DAVE CHITTENDEN
Chief Deputy Director

DC:JS:YY:ct

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
Chief Operating Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**J. OROZCO ENTERPRISES, INC. DBA OROZCO LANDSCAPE
AND TREE COMPANY**

FOR

LANDSCAPE SERVICES (REGION 2)

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

**J. OROZCO ENTERPRISES, INC. DBA OROZCO LANDSCAPE
AND TREE COMPANY**

**FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this 6th day of September, 2016 by and between the County of Los Angeles, hereinafter referred to as County and J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company, hereinafter referred to as "Contractor". J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company is located at 1419 South East End Avenue, Pomona, CA 91766.

RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Facility and Landscape Specification Sheet
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

SB 1262 - Nonprofit Integrity Act of 2004

- 1.13 EXHIBIT M - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the

subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.3 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.8 **County Recognized Holidays:** The following days of the year:
 - New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Memorial Day, (Last Monday in May)
 - Independence Day (July 4)

- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25)

- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **District Manager:** County Facility Operations Services (FOS) Manager responsible for landscape services in the County.
- 2.11 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.12 **Facilities Operation Services (FOS):** Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.
- 2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.15 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.16 **Regions:** Grouping of facilities within areas of Los Angeles County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing on October 1, 2016, after execution by County's Board of Supervisors,

unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of ISD or his/her designee as authorized by the Board of Supervisors).

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify ISD when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Contract Sum under this agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit E - County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services.

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date service is performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

▪ **Exhibit L - Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Services Department

1100 North Eastern Avenue

Los Angeles, CA 90063

Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to

this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor,

regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to

participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.3 The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed

by the Contractor and by Director of ISD or his/her designee.

- 8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a

material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within seven (7) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which

has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's

Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively

reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the

Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all

County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not

occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Project Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile or Electronic Representations

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or

negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be

delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Nazeli Albaryan, Administrative Services
Manager I

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities

entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which

County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix A, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to

the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin,

sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of ISD or

his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services

and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its

employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

before any Sub-Contractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond

the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal

years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit K, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this subparagraph 9.1.2 under the Contract:
2. For purposes of this subparagraph, "Contractor" includes any Sub-Contractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35)

hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the

County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns

of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the

aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require

or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise(SBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official

or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.

A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 Transitional Job Opportunities Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.8 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.9 Disabled Veteran Business Enterprise Preference Program

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.9.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: J. OROZCO ENTERPRISES, INC.
DBA OROZCO LANDSCAPE
AND TREE COMPANY

By [Signature]
Name
President
Title

COUNTY OF LOS ANGELES

By Hilda F. Solis
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By Sachelle Smitheman
DEPUTY

By Sachelle Smitheman
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

SEP 06 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

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EXHIBITS

EXHIBIT 1 – CONTRACT DISCREPANCY REPORT

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EXHIBIT 3 – LANDSCAPE MAINTENANCE CERTIFICATION

EXHIBIT 4 – FACILITY SITE MAPS

1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 11.2 of this Scope of Work (SOW). Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 10.0 Service Requirements – Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of “frequencies”, the County Project Director shall resolve said conflict or inconsistency.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

- 3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (SOW Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance.

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance

Certification as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

Trimming: is defined as cutting down to the desired size or shape.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any

other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

- A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.
- B. Principal Landscaper
 - 1. Contractor shall designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
 - 2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.
- C. Contractor Supervisor
 - 1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
 - 2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
 - 3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
 - 4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
 - 5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.
- D. Arborist
 - 1. Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.
 - 2. Contractor shall respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor shall notify County's Contract Monitor, District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall

ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

- F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.
- G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.
- H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
- B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.
- C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.
- D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

6.5 Training

- A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course

material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.

- B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.
- C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.
- D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

- A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.
- B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

The landscaped areas shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor shall perform during the contract term.

10.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.
- C. Mowing operations shall be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.
- E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

10.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

- C. When designed edges exist in flowerbeds, these edges shall be kept clean, sharp, well defined, and free of weeds and grass invasion.
- D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.
- E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
- F. Mechanical Edging
 - 1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
 - 2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways shall be cleaned immediately following each mechanical edging.

10.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged, but must be aesthetically compatible and not physically or chemically harmful.
- C. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
- D. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
- E. After complete kill, all dead weeds shall be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
 - 2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.

3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.
- H. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

10.4 Litter Control

- A. Frequency: Each visit.
- B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.
- D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.
- E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.
- F. Thorough cleaning of drains, grates, and catch basins to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

10.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

- C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers”.

10.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed or at the direction of the County Project Manager.
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
4. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
5. All limbs 1-1/2” or greater in diameter shall be undercut to prevent splitting.
6. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
7. All cuts exceeding 1/2” shall be treated with an appropriate tree heal compound.
8. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
9. Climbing spurs shall not be used.
10. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
11. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
12. Limbs should extend alternately from the trunk on 12” or 24” spacing.
13. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
14. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts shall be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County’s Project Manager or his designee.
18. Special emphases shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris shall be removed and disposed off-site at the end of each day’s work.

B. Hedges

1. Frequency: As needed.

2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
 - b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
 - c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with

the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

- d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

10.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.
- B. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.
- C. Adequate soil moisture will be determined by programming the irrigation system as follows:
 - 1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
 - 2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
 - 3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- D. Watering shall be regulated to avoid interference with any use of the facility's roadways, paving or walkways.
- E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
- F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability

to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.

- G. New turf (up through the sixth mowing) shall be watered immediately after mowing.
- H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
- I. Watering shall comply with applicable water restriction regulations and directives.

10.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.
- B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of \$500. Repairs exceeding a cost of \$500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.
- C. If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles, at no cost to the County.
 - 1. In addition to repair and replacement, Contractor must:
 - a) Adjust valves and sprinkler heads.
 - b) Replace all risers and swing joints to the lateral lines.
 - c) Replace button type turf and shrub heads.
 - d) Replace all missing covers to valve boxes.
 - e) Provide caps and plugs.
- D. Contractor shall provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.

- E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:
 - 1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
 - 2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
 - 3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.
- F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.
- H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

10.9 Disease/Insect Control

- A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.
- B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.
- C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.
- D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

10.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

11.0 SPECIALTY SERVICE REQUIREMENTS

11.1 Chemical Edging/Detailing

- A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
- B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.
- C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
- D. All work involving chemicals shall be provided as identified in Section 13.0 of SOW.

11.2 Trimming and Crowning of Trees

A. Trees

- 1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two (2) years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with Section 11.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first two (2) years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three (3) year term.
 - b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
 - c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

- d) Remove all new growth on trees up to the appropriate height clearances.
- e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
- f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

- 1. Damaged trees shall be staked and tied within twenty-four (24) hours.
- 2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
- 3. Stake in those cases where tree has been damaged and requires staking for support.
- 4. Stake new trees or recently planted trees that have not been previously staked.
- 5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
- 6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
- 7. Hose for covering wire shall be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
- 8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
- 9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

- 1. Contractor is responsible for the removal of irreparable damaged or fallen trees that are deemed to be an act of God.
- 2. Contractor is required to perform stump grinding of all fallen trees.

11.3 Aerification

- A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
- B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
- D. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

11.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization shall be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- E. All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.
- H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
- I. Fertilizer should be organic and granular in form without trace elements.
- J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

11.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.
- B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.
- C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
- D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.
- E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- F. Renovate to the soil line and remove all excessive thatch in turf areas.

- G. After thatch is removed and upon completion of turf renovation, all turf areas shall be seeded, mulched, and watered.
- H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
- I. Mulch shall be spread evenly over the entire area to a uniform depth.

11.6 Cultivating

- A. Frequency: As needed.
- B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials or their roots in accomplishing this operation.

11.7 Turf Reseeding/Restoration of Bare Areas

- A. Frequency: As requested by County at an agreed additional cost.
- B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
- D. Stolonize bare areas with Adlayd Turf (*Paspalum vaginatum*) at the rate recommended by the County Project Manager.

12.0 PLANT MATERIALS

- 12.1 Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.
- 12.2 Nomenclature: Plant names used in the landscape plan of the area shall conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.
- 12.3 Quality: Plants shall be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and shall have healthy normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.

- 12.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 12.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 12.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.
- 12.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

13.0 USE OF CHEMICALS

- 13.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.
- 13.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.
- 13.3 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator's License. Application shall be in strict accordance with all governing regulations.
- 13.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.
- 13.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.
- 13.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 13.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

14.0 WASTE REMOVAL

- 14.1 Contractor shall collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor shall not use County trash bins for maintenance operations.

- 14.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C. Contractor is responsible for replacing trash liners in trash receptacles.
- 14.3 Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

15.0 AS-NEEDED SERVICES

- 15.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.
- 15.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.
- 15.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).
- 15.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.
- 15.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

16.0 EMERGENCY SERVICES

- 16.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.
- 16.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

- 16.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.
- 16.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

17.0 MAINTENANCE REPORTS

- 17.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:
 - A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
 - B. Quantity and label description of **all** grass seed used.
 - C. Quantity and complete description of **all** soil amendments used.
 - D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.
- 17.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

18.0 MAINTENANCE SCHEDULES

- 18.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.
- 19.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 19.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

19.0 GREEN INITIATIVES

- 19.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 19.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.
- 19.3 Contractor shall comply with all waste and recycling requirements including but not limited to, State Mandated Guidelines outlined in Assembly Bill No. 1826 Chapter 27.

20.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 2, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.



CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
Contact Person:		Telephone: () -		CSD Dist # North	
Report Transmitted to Fax #: () -		District Manager Signature:			
		Fax: () -			

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

Contractor's Representative Signature *Date Signed*

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$100 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed.	Invoices are received in County office by the due date.	\$100 per occurrence
Contract: Paragraph 7. 2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$50 per occurrence
Contact: Paragraph 7.4.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$50 per occurrence
Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$50 per occurrence
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$50 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$100 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	\$100 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$100 per occurrence; possible termination for default of contract.
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	\$100 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	\$50 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$50 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$50 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$50 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours.	Inspection and Observation	\$50 per occurrence
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit 4	Inspection and Observation	\$100 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	– Facility and Landscape Specification Sheet.		
SOW Section 10.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels.	Inspection and Observation	\$100 per occurrence
SOW Section 10.1 Mowing	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.6 Pruning of Trees, Hedges and Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 11.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 12.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 14.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 16.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$50 per occurrence
SOW Section 17.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$50 per occurrence

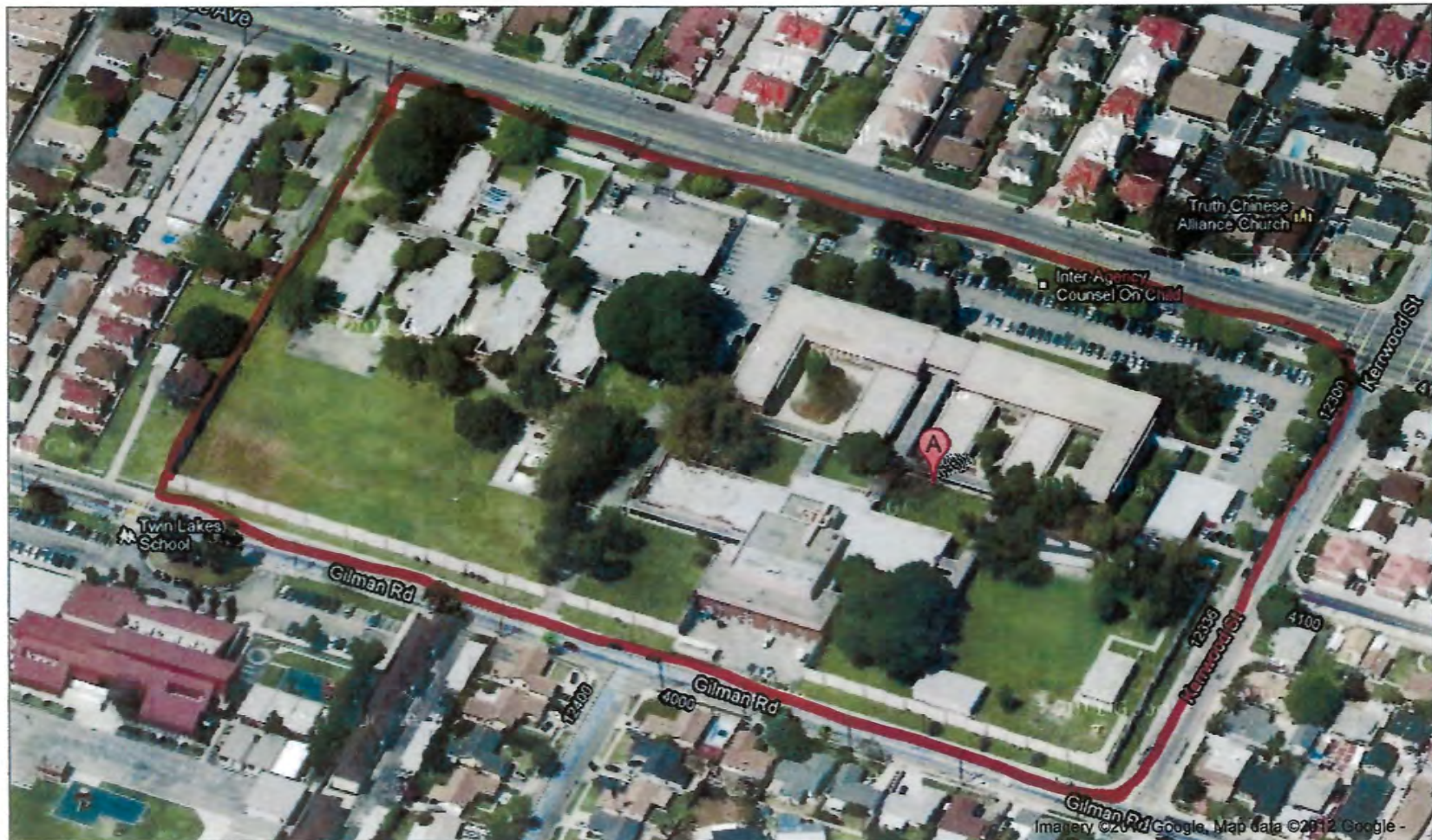
LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

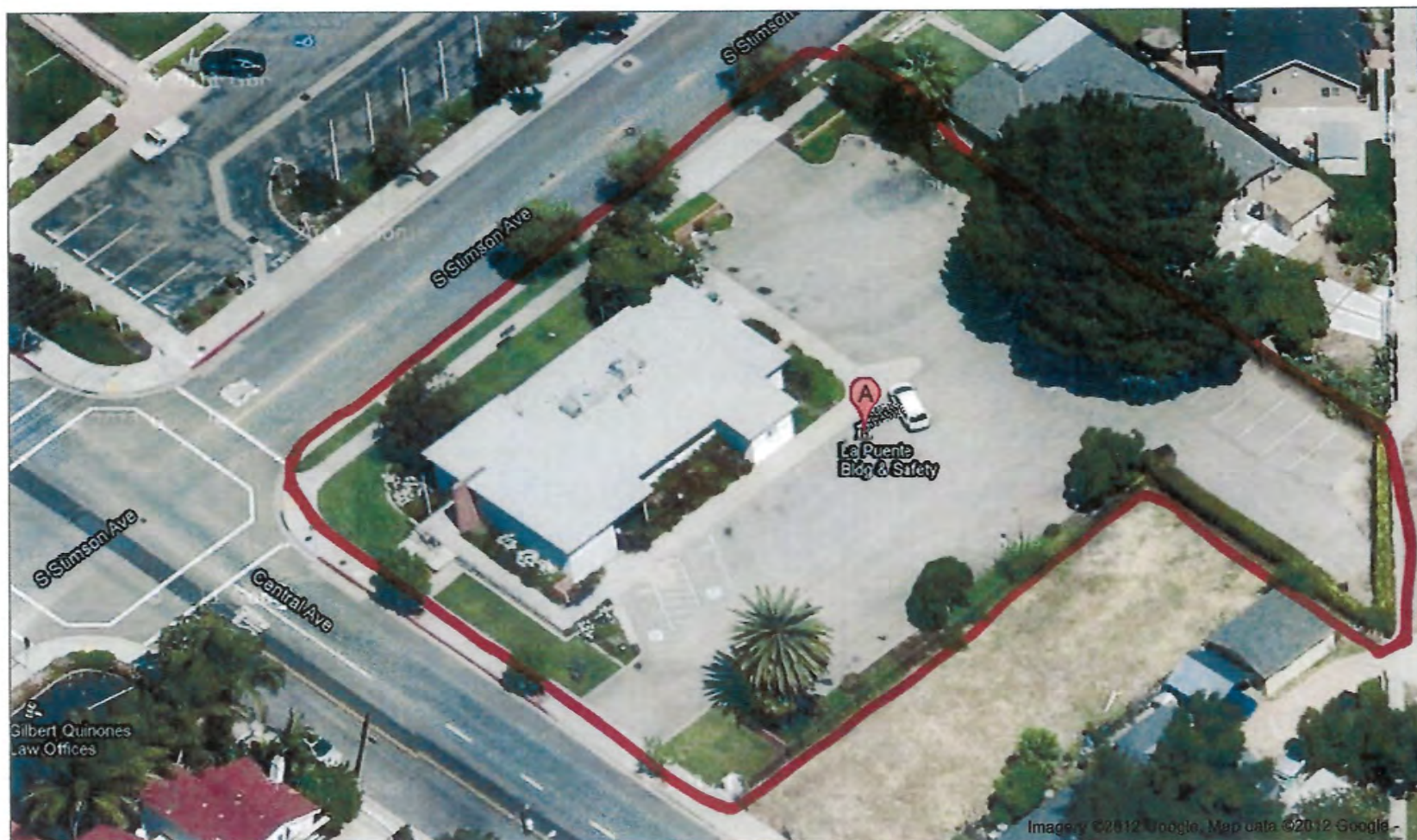
	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred?	<input type="checkbox"/>	<input type="checkbox"/>	
If yes:			
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested?	<input type="checkbox"/>	<input type="checkbox"/>	
If yes:			
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed?	<input type="checkbox"/>	<input type="checkbox"/>	
If yes:			
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative

Date



Disclaimer: The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility.



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PRICING SHEET

**LANDSCAPE SERVICES
PRICING SHEET
REGION 2**

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 10/01/16	MONTHLY COST EFFECTIVE 01/01/17	MONTHLY COST EFFECTIVE 01/01/18	MONTHLY COST EFFECTIVE 01/01/19	MONTHLY COST EFFECTIVE 01/01/20 AND BEYOND
780	1	Children and Family Services/McLaren Hall	4024 N. Durfee Ave.	El Monte	\$4,000.00	\$4,520.00	\$4,972.00	\$5,469.00	\$6,016.00
5582	2	Public Works	16005 E. Central Ave.	La Puente	\$280.00	\$316.00	\$348.00	\$383.00	\$421.00
3810	3	Public Health/Pomona Public Health Center	750 S. Park Ave.	Pomona	\$280.00	\$316.00	\$348.00	\$383.00	\$421.00
10773	4	Public Works/Fairplex Park and Ride	1819 Gillette Rd.	Pomona	\$950.00	\$1,074.00	\$1,181.00	\$1,299.00	\$1,429.00
10851	5	Public Social Services/Auto Park	2040 W. Holt Ave.	Pomona	\$850.00	\$961.00	\$1,057.00	\$1,163.00	\$1,279.00
10772	6	Public Works/Via Verde Park and Ride	21302 Via Verde Rd.	San Dimas	\$600.00	\$678.00	\$746.00	\$820.00	\$902.00
10293	7	Treasurer and Tax Collector/Office of Warehouse	16610 Chestnut St.	City of Industry	\$650.00	\$735.00	\$808.00	\$889.00	\$978.00
10164	8	Community & Senior Services/Community & Senior Services Citizens Service Center	1441 Santa Anita Ave.	South El Monte	\$325.00	\$367.00	\$404.00	\$444.00	\$489.00
TOTAL					\$7,935.00	\$8,967.00	\$9,864.00	\$10,850.00	\$11,935.00

ADDITIONAL SERVICES*					
SERVICE	RATE (\$) Effective 10/01/16	RATE (\$) Effective 01/01/17	RATE (\$) Effective 01/01/18	RATE (\$) Effective 01/01/19	RATE (\$) Effective 01/01/20 and Beyond
Facility Additions - Staffing	\$ 28.00	\$ 32.00	\$ 35.00	\$ 39.00	\$ 42.00
Landscape Laborer (Hourly Rate)	\$ 28.00	\$ 32.00	\$ 35.00	\$ 39.00	\$ 42.00
Principal Landscaper (Hourly Rate)	\$ 35.00	\$ 40.00	\$ 44.00	\$ 48.00	\$ 53.00
Supervisor (Hourly Rate)	\$ 50.00	\$ 57.00	\$ 63.00	\$ 69.00	\$ 76.00

Notes*

These rates shall be fully burdened.

Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Exclusive document to be used as Contractor's pricing sheet, as indicated in Sample Contract, Paragraph 5.1.

FACILITY AND LANDSCAPE SPECIFICATION SHEET

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #00780

Region 2 Facility No. 1	
Department/Facility	Children & Family Services/McLaren Hall
Address	4024 N. Durfee Ave., El Monte, CA 91732
Hours of Operation	All work to be done during daylight hours
Service Frequency	Twice a week

Description	Required Maintenance
Number of Trees	186
Number of Palm Trees	1
Number of Planters	20
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

Describe Special Operational Requirements
Hand watering is required in some areas at this site.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #05582

Region 2 Facility No. 2	
Department/Facility	Public Works/La Puente District Office
Address	16005 E. Central Ave., La Puente, CA 91744
Hours of Operation	All work to be done during daylight hours
Service Frequency	Weekly

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	3
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

Describe Special Operational Requirements

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #03810

Region 2 Facility No. 3	
Department/Facility	Public Health/Pomona Public Health Center
Address	750 S. Park Ave., Pomona, CA 91766
Hours of Operation	All work to be done during daylight hours
Service Frequency	Weekly

Description	Required Maintenance
Number of Trees	36
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

Describe Special Operational Requirements
Hand watering is required at this site.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #10773

Region 2 Facility No. 4	
Department/Facility	Public Works/Fair Plex Park & Ride
Address	1819 Gillette Rd., Pomona, CA 91768
Hours of Operation	All work to be done during daylight hours
Service Frequency	Weekly

Description	Required Maintenance
Number of Trees	129
Number of Palm Trees	0
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

Describe Special Operational Requirements
<p>Landscape areas at this facility have expanded with additional planters, trees, shrubs, and a new sprinkler system. The level of maintenance services has been increased.</p>

Region 2 Facility No. 5	
Department/Facility	Public Social Services/Auto Park
Address	2040 W. Holt Ave., Pomona, CA 91768
Hours of Operation	All work to be done during daylight hours
Service Frequency	Weekly

Describe Special Operational Requirements	

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #10772

Region 2 Facility No. 6	
Department/Facility	Public Works/Via Verde Park & Ride
Address	21302 Via Verde Rd., San Dimas, CA 91724
Hours of Operation	All work to be done during daylight hours
Service Frequency	Weekly

Description	Required Maintenance
Number of Trees	25
Number of Palm Trees	1
Number of Planters	3
Shrubs	Yes
Hedges	No
Grass	No
Irrigation System	Yes

Describe Special Operational Requirements

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #10293

Region 2 Facility No. 7	
Department/Facility	Treasure and Tax Collector/Office and Warehouse
Address	16610 Chestnut St., City of Industry, CA 91748
Hours of Operation	All work to be done during daylight hours
Service Frequency	Weekly

Description	Required Maintenance
Number of Trees	11
Number of Palm Trees	9
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

Describe Special Operational Requirements
Irrigation system does not work. Hand watering is required at this site.

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

BIS #10164

Region 2 Facility No. 8	
Department/Facility	Community & Senior Services/Community & Senior Citizens Service Center
Address	1441 Santa Anita Ave., South El Monte, CA 91733
Hours of Operation	All work to be done during daylight hours
Service Frequency	Twice a week

Description	Required Maintenance
Number of Trees	17
Number of Palm Trees	5
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

Describe Special Operational Requirements

CONTRACTOR'S EEO CERTIFICATION

J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company

Contractor Name

1414 S. East End Ave Pomona CA 91766

Address

33 0899734

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Jose J. Orozco, President

Authorized Official's Printed Name and Title

[Signature]

Authorized Official's Signature

7/22/16

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Yolanda Young

Title: Division Manager

Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063

Telephone: (323) 267-3101

E-Mail Address: yyoung@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Michael Lear

Title: Division Manager

Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063

Telephone: (323) 267-3100

E-Mail Address: mlear@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Various

Title: Facilities Contract Monitors

Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063

Telephone: Varies

E-Mail Address: N/A

CONTRACTOR'S ADMINISTRATION**J. OROZCO ENTERPRISES, INC. DBA OROZCO LANDSCAPE AND TREE COMPANY**

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: Carlos Orozco

Name: Carlos Orozco
 Title: Operations Manager
 Address: 1419 S. East End Ave
Pomona CA 91766
 Telephone: 909 623 8287
 Facsimile: 909 469 0634
 E-Mail Address: carlos@orozcolandscape.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	<u>Alicia Ramirez + Carlos Orozco</u>	
Title:	<u>office manager</u>	<u>operations manager</u>
Address:	<u>1419 S. East End Ave</u>	<u>1419 S. East End Ave</u>
	<u>Pomona CA 91766</u>	<u>Pomona CA 91766</u>
Telephone:	<u>909 623 8287</u>	<u>909 623 8287</u>
Facsimile:	<u>909 469 0634</u>	<u>909 469 0634</u>
E-Mail Address:	<u>alicia@orozcolandscape.com</u>	<u>carlos@orozcolandscape.com</u>

Name: Jose J. Orozco
 Title: President, Secretary, et al.
 Address: 1419 S. East End Ave
Pomona CA 91766
 Telephone: 909 623 8287
 Facsimile: 909 469 0634
 E-Mail Address: carlos@orozcolandscape.com

Notices to Contractor shall be sent to the following:

Name: Carlos Orozco
 Title: Operations Manager
 Address: 1419 S. East End Ave
Pomona CA 91766
 Telephone: 909 623 8287
 Facsimile: 909 469 0634
 E-Mail Address: carlos@orozcolandscape.com
and alicia@orozcolandscape.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME J. OROZCO Enterprises Inc. Contract No. _____
DBA OROZCO LANDSCAPE and

GENERAL INFORMATION: Tree Company

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 7 / 22 / 14

PRINTED NAME: JOSE J. OROZCO

POSITION: president

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:**2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
- 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

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Chapter 2.201 LIVING WAGE PROGRAM

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

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Chapter 2.201 LIVING WAGE PROGRAM

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

- That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
 on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
 _____ day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
 _____ all persons employed on said work site have been paid the full weekly wages
Month and Year
 earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
 _____ from the full weekly wages earned by any
Company Name
 person, and that no deductions have been made either directly or indirectly, from the full wages
 earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
 Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

- That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

CHARITABLE CONTRIBUTIONS CERTIFICATION

J. OROZCO Enterprises Inc. DBA Orozco Landscape and Tree company
 Company Name

1419 S. East End Ave Pomona CA 91766
 Address

33 0899734
 Internal Revenue Service Employer Identification Number

N/A
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

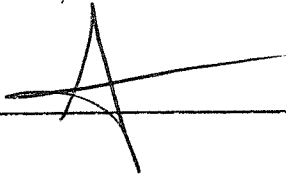
Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature



7/22/16

Date

Jose J. Orozco, President
 Name and Title of Signer (please print)

**ISD - CUSTODIAL DIVISION
PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO OROZCO LANDSCAPE AND TREE COMPANY COSTS
REGION 2**

COUNTY COSTS**DIRECT COSTS****Salaries**

Classification	Rates	Monthly Top Step Salary	Monthly Hours Per Position (Contractor)	FTE Positions (Contractor)	No. of Positions (County) (Note 1)	No. of Months	Total
Grounds Maintenance Worker I		\$ 3,429.62	309.60	1.80	3.00	12	\$ 123,466
Plumber		\$ 6,800.16	38.70	0.23	1.00	12	\$ 81,602
						Subtotal	\$ 205,068
Top Step Salary Variance (Note 2)	4.89%						\$ (10,034)
						Total Salaries	\$ 195,034
Employee Benefits (Note 3)	53.89%						\$ 105,104
						Total S&EB	\$ 300,138
Services and Supplies (Note 4)							\$ 4,800
Equipment							\$ -
TOTAL COUNTY DIRECT COSTS							\$ 304,938

INDIRECT COSTS**Overhead**

TOTAL COUNTY INDIRECT COSTS \$ -

TOTAL COUNTY COSTS \$ 304,938

CONTRACTING COSTS

TOTAL CONTRACTOR COSTS \$ 95,220

ESTIMATED SAVINGS FROM CONTRACTING

\$ 209,718

PERCENT OF SAVINGS

68.77%

NOTES:

- (1) The County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2,080, and the County's FY 2015-16 PWH is 1,761 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.00 private sector worker. County reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. County cost reflects 3% COLA increase on October 1, 2016.
- (2) Based on Auditor-Controller's calculation of FY 2015-16 top step variance factor of 95.107% for ISD.
- (3) Based on ISD's FY 2015-16 budgeted employee benefits rate of \$61.83%, excluding unemployment insurance, retiree debt service (if any), retiree health insurance, and disability insurance from the rate to arrive at an avoidable employee benefit rate of 53.890% (61.83% - 0.05% - 6.55% - 1.34% = 53.89%). These amounts were deducted because they are not avoidable costs to the County.
- (4) The County assumes the same level of S&S and equipment proposed by the contractors, excluding the general liability insurance (\$450/month) and automobile insurance costs (\$170.70/month).

**ISD - CUSTODIAL DIVISION
PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO OROZCO LANDSCAPE AND TREE COMPANY COSTS
REGION 2**

COUNTY COSTS**DIRECT COSTS****Salaries**

Classification	Rates	Monthly Top Step Salary	Monthly Hours Per Position (Contractor)	FTE Positions (Contractor)	No. of Positions (County) (Note 1)	No. of Months	Total
Grounds Maintenance Worker I		\$ 3,446.77	309.60	1.80	3.00	12	\$ 124,084
Plumber		\$ 6,834.16	38.70	0.23	1.00	12	\$ 82,010
						Subtotal	\$ 206,094
Top Step Salary Variance (Note 2)	4.89%						\$ (10,084)
						Total Salaries	\$ 196,010
Employee Benefits (Note 3)	53.89%						\$ 105,630
						Total S&EB	\$ 301,639
Services and Supplies (Note 4)							\$ 8,400
Equipment							\$ -
TOTAL COUNTY DIRECT COSTS							\$ 310,039

INDIRECT COSTS**Overhead**

TOTAL COUNTY INDIRECT COSTS **\$ -**

TOTAL COUNTY COSTS **\$ 310,039**

CONTRACTING COSTS

TOTAL CONTRACTOR COSTS **\$ 107,604**

ESTIMATED SAVINGS FROM CONTRACTING

\$ 202,435

PERCENT OF SAVINGS

65.29%

NOTES:

- (1) The County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2,080, and the County's FY 2015-16 PWH is 1,761 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.00 private sector worker. County reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. County cost reflects 2% COLA increase on October 1, 2017.
- (2) Based on Auditor-Controller's calculation of FY 2015-16 top step variance factor of 95.107% for ISD.
- (3) Based on ISD's FY 2015-16 budgeted employee benefits rate of \$61.83%, excluding unemployment insurance, retiree debt service (if any), retiree health insurance, and disability insurance from the rate to arrive at an avoidable employee benefit rate of 53.890% (61.83% - 0.05% - 6.55% - 1.34% = 53.89%). These amounts were deducted because they are not avoidable costs to the County.
- (4) The County assumes the same level of S&S and equipment proposed by the contractors, excluding the general liability insurance (\$944/month) and automobile insurance costs (\$450/month).

**ISD - CUSTODIAL DIVISION
PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO OROZCO LANDSCAPE AND TREE COMPANY COSTS
REGION 2**

COUNTY COSTS**DIRECT COSTS****Salaries**

Classification	Rates	Monthly Top Step Salary	Monthly Hours Per Position (Contractor)	FTE Positions (Contractor)	No. of Positions (County) (Note 1)	No. of Months	Total
Grounds Maintenance Worker I		\$ 3,498.47	309.60	1.80	3.00	12	\$ 125,945
Plumber		\$ 6,936.68	38.70	0.23	1.00	12	\$ 83,240
						Subtotal	\$ 209,185
Top Step Salary Variance (Note 2)	4.89%						\$ (10,235)
						Total Salaries	\$ 198,950
Employee Benefits (Note 3)	53.89%						\$ 107,214
						Total S&EB	\$ 306,164
Services and Supplies (Note 4)							\$ 10,800
Equipment							\$ -
TOTAL COUNTY DIRECT COSTS							\$ 316,964

INDIRECT COSTS**Overhead**

TOTAL COUNTY INDIRECT COSTS **\$ -**

TOTAL COUNTY COSTS **\$ 316,964**

CONTRACTING COSTS

TOTAL CONTRACTOR COSTS **\$ 118,368**

ESTIMATED SAVINGS FROM CONTRACTING

\$ 198,596

PERCENT OF SAVINGS

62.66%

NOTES:

- (1) The County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2,080, and the County's FY 2015-16 PWH is 1,761 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.00 private sector worker. County reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. County cost reflects 2% COLA increase on April 1, 2018.
- (2) Based on Auditor-Controller's calculation of FY 2015-16 top step variance factor of 95.107% for ISD.
- (3) Based on ISD's FY 2015-16 budgeted employee benefits rate of \$61.83%, excluding unemployment insurance, retiree debt service (if any), retiree health insurance, and disability insurance from the rate to arrive at an avoidable employee benefit rate of 53.890% (61.83% - 0.05% - 6.55% - 1.34% = 53.89%). These amounts were deducted because they are not avoidable costs to the County.
- (4) The County assumes the same level of S&S and equipment proposed by the contractors, excluding the general liability insurance (\$1,057/month) and automobile insurance costs (\$500/month).

ISD - CUSTODIAL DIVISION
PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO OROZCO LANDSCAPE AND TREE COMPANY COSTS
REGION 2

COUNTY COSTS**DIRECT COSTS****Salaries**

Classification	Rates	Monthly Top Step Salary	Monthly Hours Per Position (Contractor)	FTE Positions (Contractor)	No. of Positions (County) (Note 1)	No. of Months	Total
Grounds Maintenance Worker I		\$ 3,498.47	309.60	1.80	3.00	12	\$ 125,945
Plumber		\$ 6,936.68	38.70	0.23	1.00	12	\$ 83,240
						Subtotal	\$ 209,185
Top Step Salary Variance (Note 2)	4.89%						\$ (10,235)
						Total Salaries	\$ 198,950
Employee Benefits (Note 3)	53.89%						\$ 107,214
						Total S&EB	\$ 306,164
Services and Supplies (Note 4)							\$ 13,200
Equipment							\$ -
TOTAL COUNTY DIRECT COSTS							\$ 319,364

INDIRECT COSTS**Overhead**

TOTAL COUNTY INDIRECT COSTS **\$ -**

TOTAL COUNTY COSTS **\$ 319,364**

CONTRACTING COSTS

TOTAL CONTRACTOR COSTS **\$ 130,200**

ESTIMATED SAVINGS FROM CONTRACTING

\$ 189,164

PERCENT OF SAVINGS

59.23%

NOTES:

- (1) The County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2,080, and the County's FY 2015-16 PWH is 1,761 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.00 private sector worker. County reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff.
- (2) Based on Auditor-Controller's calculation of FY 2015-16 top step variance factor of 95.107% for ISD.
- (3) Based on ISD's FY 2015-16 budgeted employee benefits rate of \$61.83%, excluding unemployment insurance, retiree debt service (if any), retiree health insurance, and disability insurance from the rate to arrive at an avoidable employee benefit rate of 53.890% (61.83% - 0.05% - 6.55% - 1.34% = 53.89%). These amounts were deducted because they are not avoidable costs to the County.
- (4) The County assumes the same level of S&S and equipment proposed by the contractors, excluding the general liability insurance (\$1,184/month) and automobile insurance costs (\$550/month).

**ISD - CUSTODIAL DIVISION
PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO OROZCO LANDSCAPE AND TREE COMPANY COSTS
REGION 2**

COUNTY COSTS**DIRECT COSTS****Salaries**

Classification	Rates	Monthly Top Step Salary	Monthly Hours Per Position (Contractor)	FTE Positions (Contractor)	No. of Positions (County) (Note 1)	No. of Months	Total
Grounds Maintenance Worker I		\$ 3,498.47	309.60	1.80	3.00	12	\$ 125,945
Plumber		\$ 6,936.68	38.70	0.23	1.00	12	\$ 83,240
						Subtotal	\$ 209,185
Top Step Salary Variance (Note 2)	4.89%						\$ (10,235)
						Total Salaries	\$ 198,950
Employee Benefits (Note 3)	53.89%						\$ 107,214
						Total S&EB	\$ 306,164
Services and Supplies (Note 4)							\$ 15,600
Equipment							\$ -
TOTAL COUNTY DIRECT COSTS							\$ 321,764

INDIRECT COSTS**Overhead**

TOTAL COUNTY INDIRECT COSTS **\$ -**

TOTAL COUNTY COSTS **\$ 321,764**

CONTRACTING COSTS

TOTAL CONTRACTOR COSTS **\$ 143,220**

ESTIMATED SAVINGS FROM CONTRACTING

\$ 178,544

PERCENT OF SAVINGS

55.49%

NOTES:

- (1) The County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2,080, and the County's FY 2015-16 PWH is 1,761 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.00 private sector worker. County reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff.
- (2) Based on Auditor-Controller's calculation of FY 2015-16 top step variance factor of 95.107% for ISD.
- (3) Based on ISD's FY 2015-16 budgeted employee benefits rate of \$61.83%, excluding unemployment insurance, retiree debt service (if any), retiree health insurance, and disability insurance from the rate to arrive at an avoidable employee benefit rate of 53.890% (61.83% - 0.05% - 6.55% - 1.34% = 53.89%). These amounts were deducted because they are not avoidable costs to the County.
- (4) The County assumes the same level of S&S and equipment proposed by the contractors, excluding the general liability insurance (\$1,326/month) and automobile insurance costs (\$600/month).
- (5) The contract term with Far East Landscape and Maintenance, inc. is for 3 years with 2 additional one-year and six month-to-month renewals/extension. Therefore the contract is still valid until 09/30/2016. FOS PLAD will verify why Prop A is needed for Region 2.

Bid Detail Information

Bid Number : 104519

Bid Title : Landscape Services (Region 2)

Bid Type : Service

Department : Internal Services Department

Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Open Date : 2/4/2016

Closing Date : 3/17/2016 12:00 PM

Bid Amount : \$ 0

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Internal Services (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide landscape services for Region 2. The current contract expires September 30, 2016.

MANDATORY PROPOSERS' CONFERENCE WILL BE CONDUCTED ON THURSDAY, FEBRUARY 25 AT 8:30 AM, MANDATORY SITE VISITS WILL BE AFTER THE CONFERENCE.

Contact Name : Nazeli Albaryan

Contact Phone# : (323) 267-3182

Contact Email : nalbaryan@isd.lacounty.gov

Last Changed On : 2/4/2016 10:57:57 AM

[Back to Last Window](#)

Vendor ID	Company	Email
014273	REGENTS OF UC	clopezno@finance.ucla.edu
014273	REGENTS OF UC	fhoang@mednet.ucla.edu
014273	REGENTS OF UC	jiglesias@research.ucla.edu
01427301	REGENTS OF UC	spfeiffer@mednet.ucla.edu
01427302	REGENTS OF UC	dsikibo@mednet.ucla.edu
01427303	REGENTS OF UC	mgudger@mednet.ucla.edu
01427304	REGENTS OF UC	cphdr@ucla.edu
01427324	REGENTS OF UC	alangley@mednet.ucla.edu
01427329	REGENTS OF UC	mmcginley@mednet.ucla.edu
01427329	REGENTS OF UC	mmcginley@mednet.ucla.edu
01427348	REGENTS OF UC	rveniegas@mednet.ucla.edu
01427349	REGENTS OF UC	sshoptaw@mednet.ucla.edu
01427357	REGENTS OF UC	natividad@publicaffairs.ucla.edu
01427360	REGENTS OF UC	liz7@ucla.edu
01427362	REGENTS OF UC	cwalling@mednet.ucla.edu
01427365	REGENTS OF UC	tmsanchez@mednet.ucla.edu
01427369	REGENTS OF UC	lazeat@facnet.ucla.edu
01427374	REGENTS OF UC	maria.laxa@ceb.ucla.edu
01427374	REGENTS OF UC	sarah.joshi@ceb.ucla.edu
01427378	REGENTS OF UC	sbrooks@research.ucla.edu
01427379	REGENTS OF UC	nmessina@ucla.edu
01427383	REGENTS OF UC	cmarino@finance.ucla.edu
01427384	REGENTS OF UC	tmsanchez@mednet.ucla.edu
02700201	GENERAL SECURITY SERVICE INC	bhanhart@gss1944.com
02700201	GENERAL SECURITY SERVICE INC	vhalleen@gss1944.com
02870001	POWERLAND EQUIPMENT, INC.	susan@powerlandequipment.com
03162201	MIDORI GARDENS	midoriscap@sbglobal.net
04894901	ENVIRONMENTAL MAINTENANCE CO	timothy@wlcac.org
04916501	AZTECA LANDSCAPE	brian@aztecalandscape.com
04916501	AZTECA LANDSCAPE	rosa@aztecalandscape.com
05109901	DIVERSIFIED MAINTENANCE SERVICES INC	andre.nicassio@dmsfacilityservices.com
05148401	MARTINEZ LANDSCAPE CO. INC	sal@martinezlandscape.com
05188101	FAR-EAST LANDSCAPE & MAINTENANCE INC	fareastmoon1@yahoo.com
05314001	CAM SERVICES	daherrera@aol.com
05416401	BENNETT ENTERPRISES INC	bennettlandscape@cox.net
056965	WOODS MAINTENANCE SERVICES INC	jwoods@graffiticontrol.com
05696501	WOODS MAINTENANCE SERVICES INC	bkw@graffiticontrol.com
05696502	WOODS MAINTENANCE SERVICES INC	bkw@graffiticontrol.com
10042601	S.C. YAMAMOTO, INC.	scyjuni@aol.com
10125201	J. OROZCO ENTERPRISES, INC.	jesse@orozcolandscape.com
104344	NATURES IMAGE, INC.	dslinger@naturesimage.net
10434401	NATURES IMAGE, INC.	sreinoehl@natureimage.net
10434401	NATURES IMAGE, INC.	sreinoehl@naturesimage.net
104896	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	tadrineh@goodwillsocial.org
10489601	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	lhawes@goodwillsocial.org
10489602	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	lhawes@goodwillsocial.org
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	lyalem@goodwillsocial.org
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	tkarlsson@goodwillsocial.org
10489604	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	pcooper@goodwillsocial.org
10502201	BECHTEL PROPERTY SERVICES, INC.	bechtelinc@yahoo.com
10594501	SANTIAGO GONZALEZ	anaglez1972@yahoo.com
10894101	WD ENTERPRISE, INC	wdenterprise@msn.com
10946701	THE CHRYSALIS CENTER	stoffr@changelives.org
10955601	LIMCO	vicente@limco.org
11090301	PANAMERICAN LANDSCAPING	gustavo@panamericanlandscaping.com
11104401	RON WILKES	ronsservicess@msn.com
11166301	CREATIVE CONCEPTS LANDSCAPE MANAGEMENT INC	info@tendia.com
11207201	KATRINA MOSS	maccompanies@aol.com
11263101	TROPICAL CREATIONS, INC.	chris@tropicalcreations.com
11464601	ACCENT LANDSCAPE, INC.	robert@accentland.com
11512901	SIGMA SERVICES INC	ben@sigmaservices.net
11512901	SIGMA SERVICES INC	ben@sigmaservices.net
11617401	ISS GROUNDS CONTROL INC	marcia.miranda@us.issworld.com

Vendor ID	Company	Email
116320	FYR LANDSCAPING, INC. DBA	hroark@pierrelandscape.com
11632001	FYR LANDSCAPING, INC. DBA	jschulenburg@pierrelandscape.com
11632001	FYR LANDSCAPING, INC. DBA	jschulenburg@pierrelandscape.com
12366301	BERTHA ALMANZAR	bertalmanzar@cableone.net
12426901	REAL ESTATE CONSULTING &	astrader@consultnserve.com
124321	STAY-GREEN, INC.	sseely@staygreen.com
12432101	STAY-GREEN, INC.	cnajarian@staygreen.com
12488701	MIKE'S LANDSCAPING CO.	mikeslandscape2003@yahoo.com
12722801	SIMON'S POWER EQUIPMENT, INC.	contact@simonspower.com
12858601	SPRAGUE CONSULTANTS, INC.	steve@spragueconsultants.com
12918801	JUAN MUNOZ	jm_landscape@hotmail.com
12928301	JOSE TORIBIO	jtoribio2@verizon.net
12928301	JOSE TORIBIO	jtoribio@earthlink.net
13081901	LANDSCAPE ASSOCIATES INC	landcomaint@msn.com
13082901	GOMEZ LANDSCAPE DESIGN	gomezlandscape@sbcglobal.net
13104101	LAND CREATIONS	alfonso@landcreations.net
13123601	ERIC W PIVOVAROFF	epmaintenance@hotmail.com
13131001	MANUEL G GONZALEZ	mannyg_ls@hotmail.com
13161001	NOON PRODUCTIONS, LLC	oma@noon-productions.com
13312601	TREE PRESERVATION, INC.	david@treepreservationinc.com
13339701	OAKRIDGE LANDSCAPE INC	jason@oakridgelandscape.net
13353401	ALD LANDSCAPE & MAINTENANCE	ald999@aol.com
13708001	EDGAR N ROBLED0	robledo_edgar@yahoo.com
13811401	UNIVERSO CLEANING INC.	atorres@universocleaning.biz
13848501	TRI VALLEY LANDSCAPE	wjallison@tvlm.com
13909001	GCHARMONY, INC.	calpestmgmt@yahoo.com
13926201	LEANNE DAVID	ldavid4@yahoo.com
13952501	THE ORIGINAL MOWBRAYS	steve@mowbrays.com
13992901	KEITH B YORK	signature@starstream.net
14020801	DANIEL B BROWN	dadzbrown@msn.com
14144701	SWAYZER'S INC.	swayz4@aol.com
14152501	SOUTHERN CALIFORNIA TREE & LANSOUTHERN CALIFORNIA GARDEN	sctrussell@yahoo.com
14171101	PANTERA ENTERPRISES INC	edgbjung@yahoo.com
14195401	DOUGLAS L RICHAN	richanlandscape@aol.com
14196001	DAN WISHARD	dana@calcreations.org
14282001	THE PAR 3 GROUP	richie@richies.us
14286501	SAFETY ZONE	adam@mayrealtyadvisors.com
14319401	ROLEY ASSOCIATES, INC.	roleyardassociates@gmail.com
14328901	GREEN LEAF GTH	service@greenleaftrees.com
14395501	RICHARD C JEWETT	rich8167@aol.com
14475201	IGI'S LANDSCAPE SERVICES	igi@igislandscape.com
14499401	POIEMA LANDSCAPE INC.	jsalcedo@poiemalandscape.com
14507401	MARINA LANDSCAPE, INC.	dsherlock@marinaco.com
14518501	ALPHA SCAPES, INC.	ascapes@verizon.net
14525101	OAK SPRINGS NURSERY INC	mc@oaksprings.com
14533701	LNL CORPORATION	alokn@lnlcorp.com
14632101	HB DIAMOND SERVICES, INC.	melissa@burnardgroup.com
14632101	HB DIAMOND SERVICES, INC.	melissa@burnardgroup.com
14634701	AMERICAN CAPITAL ACQUISITIONS	americapital@live.com
14647801	ERIC WHIPP	eric@landscape-technologies.com
14694501	ECOLOGICAL LLC	lacounty.ecological@gmail.com
14697301	BIG STAR MAINTENANCE	bigstarmaintenance@live.com
14710201	ROCK BOTTOM, INC.	cselnick@sbcglobal.net
14807101	Z&T VENTURES, INC.	service_scape@verizon.net
14821701	SALINAS LANDSCAPING AND	salinaslandscape@ca.rr.com
14822501	DIVERSIFIED LANDSCAPE	rick@diversifiedlandscape.com
14843001	CONEJO CREST LANDSCAPE	dstein@conejocrest.com
14845401	PBMS INC PREMIER	pbms@pacbell.net
14947001	PERFECT PLANTS LANDSCAPE	joshua@perfectplants.com
14952901	NMS MANAGEMENT, INC.	nmsmanagement@msn.com
15017201	AMERICAN LANDSCAPE, INC.	jstrauss@americanlandscape.com
15026601	CAMPESINOLANDSCAPEINC.	campesinoland@verizon.net
15027701	SUMAK, INC.	goyo59@aol.com

Vendor ID	Company	Email
15027701	SUMAK, INC.	goyo59@aol.com
15042301	HUNT IRRIGATION INC	info@huntirrigation.com
15088201	T.G. DESIGNSCAPES	tgdesignscapes@yahoo.com
15091901	HARMIN SERVICES NO 1 INC	gsa@hartjobs.com
15110901	JN LANDSCAPING & MAINTENANCE	jnbids@jnlandscaping.com
15110901	JN LANDSCAPING & MAINTENANCE	jnlandscaping01@yahoo.com
15112401	LAND MECHANICS, INC.	bryon@landmechanics.com
15220601	MERCHANTS LANDSCAPE	mark@merchantslandscape.com
15220601	MERCHANTS LANDSCAPE	mark@merchantslandscape.com
15249401	KARRY R WENDEL	karry@cleancutland.com
15277901	CHARLES T ANDREWS	ctaicharles@earthlink.net
15279801	OC SEVEN INC	rob@prunin.com
15299401	PINNACLE HOLDINGS GROUPDBA PINNACLE LANDSCAPE COMPANY	peterg@plc1.net
15322801	MARIA MUNOZ	mariam@greenlifelandscapes.com
15358902	AMERICAN HERITAGE LANDSCAPE LP	jbryne@americanlandscape.com
15365901	JMJ INTNL. GREENFIELDLANDSCAPING & MAINT	gflm2000@hotmail.com
15381701	LOS GATOS INC.	fabian@losgatoslandscape.com
15386001	GREENTECH LANDSCAPE INC	abelc_greentechlm@yahoo.com
15390501	TANIA GYBELSEENVIRONMENTAL CONCEPT	dayna@envconcept.com
15391201	JIMMIE'S TREE SERVICE	jimmiestreeservice@gmail.com
15434701	ORBITAL MAINTENANCE ANDCONSTRUCTION, INC.	orbital.construction@gmail.com
155039	ACCESS PACIFIC, INC.	joanna@accesspacificinc.com
15503901	ACCESS PACIFIC, INC.	tomas@accesspacificinc.com
15524201	NEW IMAGE LANDSCAPING INC.	info@newimagecorp.com
15527501	R&C TREE COMPANY	chrismelis@sbcglobal.net
15545101	AMERICAN FAMILY HOUSING PINE HILL LANDSCAPING	pinehilllandscaping@yahoo.com
15595801	BMC LANDSCAPE MANAGEMENT INC	info@bmclm.com
15678001	LA LOMA DEVELOPMENT COMPANY	info@lalomadevelopment.com
15678002	LA LOMA DEVELOPMENT COMPANY	eiko@lalomadevelopment.com
15678002	LA LOMA DEVELOPMENT COMPANY	info@lalomadevelopment.com
15679301	GOLDEN WEST ARBOR SERVICES INC.	jesse@goldenwestarborservices.com
15689501	EQUERY INC	ecconotreecare@yahoo.com
15758201	MARCELLO R MOSCOZO	mrmoscozo@yahoo.com
15876101	GARY RLIPLING	highlandpac@gmail.com
15915701	FLORAL PALACE LANDSCAPE	floralpal@aol.com
15950301	TRANSFORMED CONSTRUCTION INC	jpleblanc@transformedconstruction.com
16001601	AZTEC LANDSCAPING, INC.	amartinez@azteclandscaping.com
16024901	WILLOWBROOK LANDSCAPE INC.	nickalvarado68@gmail.com
16039501	CASA VERDE LANDSCAPE MAINTENANCE CORPORATION	t.bliven@casaverdelandscape.net
16082601	WIEDMANN BROS. DISTRIBUTING CO., LLC	sales@wiedmannbros.com
16086301	DANA HASSON	dhlandscapingandtree@gmail.com
16091601	WE SERVICE AMERICA, INC.	mhfarman@aol.com
16124701	CASTANEDA'S TREE TRIMMING	peter.castaneda@hotmail.com
16144801	VENCO WESTERN	rarcher@vencowestern.com
16178201	MERIAM DJELIDI	meriam@islandpoppy.com
16183201	LANDSCAPE SUPPORT SERVICES	soheila@landscapesupportservices.com
16225801	LOS ANGELES INFRASTRUCTURE ACADEMY	marcus@generationwater.org
16331201	MIHYUN NO I	hector@cleandrygreen.com
16347601	FAIRWAY LANDSCAPE & IRRIGATION INC.	maintenance@fairway-landscape.com
16403101	RALPH MOSLEY JR	doubletimecleanup@yahoo.com
16461401	RAMOS LANDSCAPING, INC.	ramoslandscaping1030@yahoo.com
16477201	BLSD INC	info@bestlandscapingsandiego.com
16497901	WALTON FACILITIES MANAGEMENT	steve@waltonfm.com
16502301	FRANK MANQUEROS	stacylord@verizon.net
16508901	A1 SERVICE SOLUTIONS INC	info@customags.com
16532201	CONTRACTORS ALLIANCE, INC.	contractorsallianceinc@gmail.com
16535901	URBAN HABITAT ENVIRONMENTAL LANDSCAPES	theresa@myurbanhabitat.com
16539701	STRATEGIC FACILITY SOLUTIONS, INC.	pthomas@stratfs.com
16605801	GEORGE I HAVAI	ghavai@americanlandscape.com
16613301	LUPE PEREZ	greensplendor@aol.com
16687701	JAIME SANCHEZ	s.landscaping@yahoo.com
16804601	RAYMOND EALY	alliraproperties@aol.com
16804601	RAYMOND EALY	raymondealy@aol.com

Vendor ID	Company	Email
16860301	TOTAL RESOURCES INC. DBA TOTAL CONSTRUCTION RESOURCES	totalhomefix@yahoo.com
16900401	MARK L PELLETIER	scvbrushclearance@yahoo.com
16916401	MARK L PELLETIER	scvbrushclearance@yahoo.com
17033401	DANIEL W WISHARD	miguel@calcreations.org
17043401	LARON CUE	qrock639@gmail.com
17059501	JUST GO GREEN INCORPORATED	justgogreener@gmail.com
17061901	MEN AT WORK LA	mishelleg@menatworkla.com
17079601	EXCELAND CARE	exceland.care@hotmail.com
17086201	RICHARD D MERAZ	merazrich@yahoo.com
17116301	PALOS VERDES PENINSULA LAND CONSERVANCY	avona@pvplc.org
17120201	FIRST CHOICE LANDSCAPE CORP.	max@fclandscape.com
17130901	J & B LANDSCAPING	jandblandscape635@yahoo.com
17133901	JOSE L ESPINOZA	whealhtgrl@sbcglobal.net
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17207201	MICHAEL L TYNING – FRANK E TYNING	gale@dialengr.com
17207201	MICHAEL L TYNING – FRANK E TYNING	dialengr@sbcglobal.net
17291301	LANDSCAPE WEST MANAGEMENT SERVICES, INC	stacy@lwmsinc.com
17339801	ECONOMY TREE CARE	economytreecare@aol.com
17346101	JESSE LANTER	edlanter@gmail.com
173570	GLOBAL ENGINEERING SERVICES INC.	eric@ges-us.com
17357001	GLOBAL ENGINEERING SERVICES INC.	cole.woodman@globalengserv.com
17424501	LOS RIOS LANDSCAPING	rios77@aol.com
17485801	JACQUES POWERS	civicanews@yahoo.com
17500701	MARINA LANDSCAPE MAINTENANCE, INC.	estimator@marinaco.com
17515801	WCD ENTERPRISES, LLC	wes.dryden@yahoo.com
17708301	FACILITY PRO, INC	peter@thefacilitypro.com
17748801	BARRON LAND COMPANY	lbar3@msn.com
17769901	BARRON LAND COMPANY	lbar3@msn.com
50312901	MARIPOSA LANDSCAPES, INC.	robert@mariposa-ca.com
50314701	WURZEL LANDSCAPE	wurlan@aol.com
50455701	STEVENS TREE EXPERTS	tl.landscapeengineering@yahoo.com
50551601	L. BARRIOS & ASSOCIATES, INC.	barrioslandscape@yahoo.com
50551601	L. BARRIOS & ASSOCIATES, INC.	barrioslandscape@yahoo.com
50649201	CUT N EDGE INC.	cutn@aol.com
50704901	PARKWOOD LANDSCAPE MAINT., INC	dmelito@parkwoodlandscape.com
50873802	AMERICAN GOLF CORPORATION	btwillia@americangolf.com
50886701	JOHN GARDNER	gardnertractor@aol.com
50889101	PESTMASTER SERVICES, INC.	contracts@pestmaster.com
50889101	PESTMASTER SERVICES, INC.	contracts@pestmaster.com
50889102	PESTMASTER SERVICES, INC.	awright@pestmaster.com
50918101	CAL ARBORIST COMPLETE TREE CA RE INC	josh@californiaarborist.com
51134101	SIAPIN HORTICULTURE	daniels@siapin.com
51299701	SEPACO EARTHSCAPE INC	sepcoearthscape@aol.com
51433701	CACHO LANDSCAPE	david@cachomaintenance.com
51754901	GROUNDWORKS LANDSCAPE INC	mlujan@groundworks.ws
51890301	SYSTEMS MANAGEMENT, INC.	systemsmgmt@dellnet.com
51988101	CALIFORNIA CONSERVATION CORPS	shjones@ccc.ca.gov
52357701	MUNOZ LANDSCAPE INC	monicasnursery@gmail.com
52439101	VILLA ESPERANZA SERVICES	blue70211@yahoo.com
52514001	PREMIER BUILDING MAINTENANCE	pbms@pacbell.net
52514001	PREMIER BUILDING MAINTENANCE	pbms@pacbell.net
52607901	LANDCARE HOLDINGS INC DBA TRUGREEN LANDCARE	sandra_aguilar@landcare.com
52607903	LANDCARE HOLDINGS INC DBA TRUGREEN LANDCARE	pam_mills@landcare.com
52607904	LANDCARE HOLDINGS INC DBA TRUGREEN LANDCARE	megan_amick@landcare.com
52607907	LANDCARE HOLDINGS INC DBA TRUGREEN LANDCARE	criss.palau@landcare.com
52607907	LANDCARE HOLDINGS INC DBA TRUGREEN LANDCARE	kathy.mcalpin@landcare.com
52640201	AC HORTICULTURE MANAGEMENT	achortico@aol.com
528879	UNITED PACIFIC SERVICES	eric@unitedpac.com
52887901	UNITED PACIFIC SERVICES	gus@unitedpac.com
52887901	UNITED PACIFIC SERVICES	gus@unitedpac.com

LANDSCAPE SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTORS

FIRM INFORMATION	J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company
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BUSINESS STRUCTURE	Corporation
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CULTURAL/ETHNIC COMPOSITION		NUMBER
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	1
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	0
	<i>Female (included above)</i>	0
MANAGER	Black/African American	0
	Hispanic/Latino	3
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	0
	<i>Female (included above)</i>	1
STAFF	Black/African American	0
	Hispanic/Latino	47
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	0
	<i>Female (included above)</i>	2
Total # of Employees		51

COUNTY CERTIFICATION	
CBE	No
LSBE	Yes
Other Certifying Agency	N/A